

<b>ORDER FOR SUPPLIES OR SERVICES</b>										PAGE 1 OF 7		
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE07-03-D-N118</div>			2. DELIVERY ORDER/CALL NO. <div style="border: 1px solid black; padding: 2px;">0001</div>		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003OCT16</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA4</div>			
6. ISSUED BY TACOM WARREN BLDG 231 AMSTA-AQ-AHPC SHARON PATRICK (586)574-7267 WARREN, MICHIGAN 48397-5000 EMAIL: PATRICKS@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W56HZV</div>		7. ADMINISTERED BY (If other than 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAB-GJD WARREN, MI 48397-5000 SCD: B PAS: NONE ADP PT: HQ0337			CODE <div style="border: 1px solid black; padding: 2px;">S2305A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)</div>		
9. CONTRACTOR <div style="border: 1px solid black; padding: 2px;">GENERAL DYNAMICS LAND SYSTEMS MUSKEGON 76 GETTY STREET MUSKEGON, MI. 49442-1238</div>			CODE <div style="border: 1px solid black; padding: 2px;">02978</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>		
NAME AND ADDRESS <div style="border: 1px solid black; padding: 2px;">TYPE BUSINESS: Large Business Performing in U.S.</div>			12. DISCOUNT TERMS <div style="border: 1px solid black; padding: 2px;"></div>		13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>							
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE <div style="border: 1px solid black; padding: 2px;">HQ0337</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2	
16. TYPE OF ORDER		DELIVERY/ CALL <div style="border: 1px solid black; padding: 2px;"><input checked="" type="checkbox"/></div>		THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT.								
PURCHASE		Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____.		furnish the following on terms specified herein.								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.												
<div style="display: flex; justify-content: space-between;"> <div>NAME OF CONTRACTOR</div> <div>SIGNATURE</div> <div>TYPED NAME AND TITLE</div> <div>DATE SIGNED (YYYYMMDD)</div> </div> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"><input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:</div>												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>												
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT		
		SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price  KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA ELLEN DENNIS /SIGNED/ DENNISE@TACOM.ARMY.MIL (586)574-8056 BY: _____ CONTRACTING/ORDERING OFFICER					25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$4,560,450.00</div>			
27a. QUANTITY IN COLUMN 20 HAS BEEN <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED</div>												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP. NO. <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		29. D.O. VOUCHER NO.		30. INITIALS <div style="border: 1px solid black; padding: 2px;"></div>			
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			31. PAYMENT <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.									34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER							35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-N118/0001 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 7
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS MUSKEGON		

SUPPLEMENTAL INFORMATION

The DOD Activity Address Code (DODAAC), assigned to this order is: CK001A.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																								
	SUPPLIES OR SERVICES AND PRICES/COSTS																												
				CEILING PRICE \$9,120,900																									
	(End of narrative A001)																												
0011	NSN: 2520-01-338-2703 FSCM: 19207 PART NR: 57K0709 SECURITY CLASS: Unclassified																												
0011AA	<u>TRANSMISSION CONVERSION</u>  NOUN: TRANSMISSION,CROSS- PRON: EH34L259EH PRON AMD: 01 ACRN: AA AMS CD: 060011  <u>SCOPE OF WORK</u>  UNSERVICEABLE HMPT 500-3EC TRANSMISSIONS, PROVIDED AS GOVERNMENT FURNISHED MATERIAL SHALL BE CONVERTED TO SERVICEABLE HMPT 500-3ECA TRANSMISSIONS, NSN 2520-01-471-1325.  (End of narrative C001)  <u>Packaging and Marking</u>  THE TRANSMISSION SHIPPING CONTAINER SHALL BE RECONDITIONED. BAR CODE MARKINGS ARE REQUIRED.  (End of narrative D001)  <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC SUPPL <table><tr><td>REL CD</td><td>MILSTRIP</td><td>ADDR</td><td>SIG CD</td><td>MARK FOR</td><td>TP CD</td></tr><tr><td>001</td><td>W56HZV3266T600</td><td>SW3227</td><td>J</td><td></td><td>1</td></tr></table> <table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DEL DATE</td></tr><tr><td>001</td><td>25</td><td>18-OCT-2004</td></tr><tr><td>002</td><td>25</td><td>18-NOV-2004</td></tr><tr><td>003</td><td>25</td><td>20-DEC-2004</td></tr></table>	REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD	001	W56HZV3266T600	SW3227	J		1	DEL REL CD	QUANTITY	DEL DATE	001	25	18-OCT-2004	002	25	18-NOV-2004	003	25	20-DEC-2004	150	EA	\$ UNDEFINITIZED	\$ 4,560,450.00
REL CD	MILSTRIP	ADDR	SIG CD	MARK FOR	TP CD																								
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS MUSKEGON

CONTRACT ADMINISTRATION DATA

PRON/		OBLG		JOB		ACCOUNTING		OBLIGATED	
LINE	AMS CD/			ORDER		STATION		AMOUNT	
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>NUMBER</u>			
0011AA	EH34L259EH	AA	1	97	X4930AC9D 6D	2571	S20113	W56HZV	\$ 4,560,450.00
	060011								
								TOTAL	\$ 4,560,450.00

SERVICE		ACCOUNTING		OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>	<u>AMOUNT</u>
Army	AA	97	X4930AC9D 6D	2571	S20113
				W56HZV	\$ 4,560,450.00
					TOTAL \$ 4,560,450.00

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-N118/0001 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 7
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS MUSKEGON		

SPECIAL CONTRACT REQUIREMENTS

FAR 52.232-16      PROGRESS PAYMENTS (Alternate II, dated March 2000) is incorporated into the order by reference. The amount of unliquidated progress payments shall not exceed \$4,560,450. The progress payment rate that applies to this order is 70%.

\*\*\* END OF NARRATIVE H 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-N118/0001 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 7
<b>Name of Offeror or Contractor:</b> GENERAL DYNAMICS LAND SYSTEMS MUSKEGON		

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-23	EXECUTION AND COMMENCEMENT OF WORK	APR/1984

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 5 days after daye of order. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

[End of Clause]

2	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$4,560,450.00.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$4,560,450.00.			
(End of clause)			

3	52.216-25	CONTRACT DEFINITIZATION	OCT/1997
(a) A firm fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a firm fixed price proposal and cost or pricing data supporting its proposal.			
(b) The schedule for definitizing this contract is:			
Target Date for Definitization: 9 Apr 04			
Begin ALPHA Teaming: 28 Nov 03			
Completion of ALPHA Teaming: 18 Feb 04			
Contractor Submission of Proposal: 27 Feb 04			
Definitization of contract 9 Apr 04			

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --			
(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);			
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and			
(iii) Any other clauses, terms, and conditions mutually agreed upon.			
(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.			
(End of Clause)			